MATERIAL TRANSFER AGREEMENT
For
EXCESS CAPACITY AT THE CORE GENOTYPING FACILITY

The Core Genotyping Facility (CGF) was created to meet the genotyping and DNA sequencing needs of the National Cancer Institute's (NCI) Division of Cancer Epidemiology and Genetics (DCEG) and Center for Cancer Research (CCR). The facility performs high-throughput genotyping and sequencing to support genetic analysis for a broad range of projects for the intramural research program of the NCI. The CGF is currently experiencing excess capacity and its services are being made available on a competitive basis to non-NCI investigators at the National Institutes of Health (NIH) and to NCI-grantees. A specific description of the CGF is available at http://cgf.nci.nih.gov.

Provider: _____

Provider's Investigator: _____

Recipient: Core Genotyping Facility, SAIC-Frederick, Inc.

Recipient's Investigator: Robert Welch, M.S., Deputy Director, Core Genotyping Facility, SAIC-Frederick, Inc.

1. Provider agrees to transfer to Recipient's Investigator the following Material:

Anonymized samples of human genomic DNA collected from _____and purified using _____method. Deliver samples to Core Genotyping Facility, 8717 Grovemont Circle, Gaithersburg, MD 20877.

2. The Material will only be used for: (i) sample handling of human genomic DNA or whole genome amplified human genomic DNA; (ii) genotyping of human genomic DNA or whole genome amplified human genomic DNA; and (iii) SNP resequencing and high throughput genotype assay development described in the Research Project below, under suitable containment conditions. This Material will not be used for commercial purposes for screening, production or sale, for which a commercialization license may be required. Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Material.

2(a). Are Materials of human origin?

_____X___ Yes (The Materials were extracted from tissues collected from patients under an appropriate institutional approved protocol and appropriate patient consent had been obtained for the research under this agreement. No patient identifiable information will be provided.)

_____ No

2(b).If yes in 2(a), were Materials collected according to 45 CFR Part 46, "Protection of Human Subjects"?

__X__ Yes (Please provide Assurance Number: _____)
_____ No
_____ Not Applicable (Materials not collected from humans)

3. This Material will be used by Recipient's investigator solely in connection with the following research project ("Research Project") described with specificity as follows (use an attachment page if necessary):

The Material will be used for:

- sample handling of human genomic DNA or whole genome amplified human genomic DNA; and
- genotyping of human genomic DNA or whole genome amplified human genomic DNA of _____(specify genomic region or gene name); and/or
- SNP resequencing and high throughput genotype assays development for _____(specify SNPs in genomic region or gene name)

4. In all oral presentations or written publications concerning the Research Project, the Recipient will acknowledge the Provider's contribution of this Material unless requested otherwise. To the extent permitted by law, both parties agree to treat in confidence, for a period of three (3) years from the date of its disclosure, any of the providing party's written information about this Material or about the genotypic data produced with this Material that is stamped "CONFIDENTIAL," except for information that was previously known to the receiving party or that is or becomes publicly available or which is disclosed to the receiving party without a confidentiality obligation. Any oral disclosures between the parties shall be identified as being CONFIDENTIAL by written notice delivered to the other party within thirty (30) days after the date of the oral disclosure. The parties may publish or otherwise publicly disclose the results of the Research Project, but if either party has given CONFIDENTIAL information to the other party such public disclosure may be made only after the providing party has had thirty (30) days to review the proposed disclosure to determine if it includes any CONFIDENTIAL information, except when a shortened time period under law, court order or the Freedom of Information Act pertains.

5. This Material represents a significant investment on the part of Provider. Recipient's investigator therefore agrees to retain control over this Material and further agrees not to transfer the Material to other people not under her or his direct supervision without advance notification of Provider. When the Research Project is completed, the Material will be disposed of as directed by Provider.

6. THE MATERIAL IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider makes no representations that the use of the Material will not infringe any patent or proprietary rights of third parties. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement. Each party shall be liable for any loss, claim, damage, or liability that said party incurs as a result of said party's activities under this Agreement, except that agencies of the United States assume liability only to the extent as provided under the Federal Tort Claims Act (28 U.S.C. Chapter 171 Sections 2671-2680

7. The CGF is operated by the prime Operations and Technical Support contactor for NCI at NCI-Frederick and is subject to a Determination of Exceptional Circumstances (35 U.S.C. § 202(a)(ii)), through which its rights in subject inventions made using the Material are assigned to the U.S. Government. Providers may apply to NIH for a license to any such subject inventions subject to the laws and regulations for licensing U.S. Government inventions (35 U.S.C. 207-209).

8. The undersigned Provider and Recipient expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

9. This MTA shall be construed in accordance with laws of the State of California without giving effect to such state's principles of conflicts of laws.

10. This Agreement and the Purchase Order (#_____) for the Research Project set forth the entire understanding between the parties and no modifications hereof shall be binding unless executed in writing by the parties hereto. In the event of a conflict between this Agreement and the Purchase Order, this Agreement shall prevail.

11. At the conclusion of the Research Project, the genotypic data produced by CGF ("Research Data") will be sent to the Provider for their research use. Research Data shall not be used by the Provider in the treatment, diagnosis, or prognosis of humans. Research Data will not be incorporated into CGF's public databases.

12. Provider acknowledges that the Research Project is being undertaken by CGF to fill the excess capacity of the facility and that research projects from the NCI will take priority and this may result in a delay in completing the Research Project.

(Signatures Begin on the Following Page)

Provider's Investigator:

_____

Date Provider's Investigator and Title

Authorized Signatory for Provider:

_____

Date Authorized Signature for Provider and Title

Provider's Official and Mailing Address:

Recipient's Investigator:

_____

Date Robert Welch, M.S., Deputy Director, Core Genotyping Facility, SAIC-Frederick, Inc.

Authorized Signatory for Recipient:

_____

Date Larry Arthur, Ph.D., President and Principal Investigator, SAIC-Frederick, Inc.

Recipient's Official Mailing Address:

SAIC-Frederick, Inc.
NCI-Frederick
PO Box B
Frederick, MD 21702-1201
Ph: 301-846-6308
FAX: 301-846-1116
http://www.ncifcrf.gov/

Recipient's Investigator Mailing Address:

Core Genotyping Facility
8717 Grovemont Circle
Gaithersburg, MD 20892-4605
Ph: 301-435-7260
FAX: 301-480-2235
http://cgf.nci.nih.gov/

Any false or misleading statements made, presented, or submitted to the Government, including any relevant omissions, under this Agreement and during the course of negotiation of this Agreement are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§ 3801-3812 (civil liability) and 18 U.S.C. § 1001 (criminal liability including fine(s) and/or imprisonment).